



Report to the Auburn City Council

Action Item
Agenda Item No. 8
City Manager's Approval

To: Mayor and City Council Members
From: Reg. Murray, Senior Planner *RM*
Date: June 25, 2012
Subject: Agreement for Consulting Services – 2013 Housing Element Update & SB 244 Implementation (Pacific Municipal Consultants (PMC))(Contract Not to Exceed \$28,230)

The Issue

Shall the City enter into a consultant contract with PMC to prepare the 2008 Housing Element Update and SB 244 Implementation on behalf of the City of Auburn?

Conclusions and Recommendations

Staff recommends that the City Council take the following action:

- A. Adopt Resolution 12-_____ authorizing the Community Development Director to execute an agreement for consulting services between the City and PMC to prepare the City of Auburn's 2013 Housing Element Update and SB 244 Implementation.

Project Description

Housing Element Update – The Housing Element of the General Plan represents the City's statutory requirement to address the State of California's Element Law (Article 10.6 of the Government Code). Unlike other mandatory elements of the General Plan, State law requires that jurisdictions update the Housing Element of the General Plan on a specific schedule. The City of Auburn is currently required to update the City's Housing Element by October 31, 2013. The City's 2008 Housing Element is in compliance with State law as Certified by the California Department of Housing and Community Development (HCD).

In order to prepare the Housing Element update, staff identified that specialized assistance would be necessary to complete the update required by the State. The Community Development Department distributed requests for proposals to eight consulting firms and received proposals from three (PMC; Stuart Consulting & mintier/harnish). Cost estimates from the three firms were \$22,955, \$39,610, & \$39,850, respectively.

SB 244 – In addition to the Housing Element update, staff has also identified that specialized assistance will be necessary to assist the City with implementation of the requirements of SB 244 (Wolk 2011). SB 244 requires the city to address the infrastructure and service needs of unincorporated disadvantaged communities in their general plans. Specifically, SB 244 requires that before the due date for adoption of the next housing element after January 1, 2012, the City's Land Use Element of the General Plan must be updated to:

- Identify unincorporated disadvantaged communities;
- Analyze for each identified community the water, wastewater, stormwater drainage, and structural fire protection deficiencies and needs; and,
- Identify financial funding alternatives for the extension of services to identified communities.

While the analysis required to comply with implementation of SB 244 is not part of the Housing Element Update, the requirement is triggered by the adoption of the Housing Element. Accordingly, the City has requested that the selected consultant address SB 244 in conjunction with the Housing Element Update. Cost estimates from the three firms (PMC; Stuart Consulting & mintier/harnish) were \$5,275, \$13,430, & \$28,500 respectively.

It should be noted that due to local government concerns in implementing SB 244, subsequent legislation has been proposed to clarify SB 244 and is proceeding through the Legislature later this year. Accordingly, the above cost proposals were provided as estimates.

Recommendation - Of the three firms responding, staff is recommending the selection of PMC. PMC is an area firm and is keenly aware of the scope of services required. Their team has experience in the preparation of the City of Auburn Housing Element as PMC's project manager assisted with the City's 2003 update. PMC's experience includes several other local housing elements as well. Staff believes that PMC possesses the expertise and necessary qualifications to complete the required work in a timely and cost-effective manner.

Following approval of the contract, staff will work with PMC to develop a more detailed project schedule. Staff anticipates an initial public draft of the updated Housing Element by the end of the year and completion of the update process by late summer 2013, well in advance of the October 31, 2013 deadline.

A copy of the contract, with scope of services and qualifications, is attached for Council review.

Alternatives Available; Implications of Alternatives

1. Approve the consulting services contract.
2. Direct staff to provide information from the two other proposals submitted to the City.

Fiscal Impact

The contract has a not-to-exceed amount of \$28,230; \$22,955 for the Housing Element Update & \$5,275 for SB 244 implementation. Funds are available and will be allocated as a component of the General Fund reserves.

Additional Information

Please see the following for more details:

ATTACHMENTS

1. Resolution No. 12-_____authorizing the Community Development Director to execute an agreement for consulting services between the City and PMC to prepare the City of Auburn's 2013 Housing Element Update and SB 244 Implementation.
2. Professional Services Agreement between the City of Auburn and PMC with **Exhibits:**
Exhibit A – Scope of Services
Exhibit B – Approved Fee Schedule
3. PMC's Qualifications



ATTACHMENTS

ATTACHMENT 1

RESOLUTION NO. 12-

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
PACIFIC MUNICIPAL CONSULTANTS

THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City of Auburn (City) does hereby approve a Professional Services Agreement between Pacific Municipal Consultants and the City to prepare the 2013 Housing Element Update and SB 244 Implementation. The contract has a not-to-exceed total of \$28,230.

The Community Development Director is hereby authorized and directed to execute said Professional Services Agreement on behalf of the City.

DATED: June 25, 2012

Kevin Hanley, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City of Auburn held on the 25th day of June 2012 by the following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, City Clerk

PROFESSIONAL SERVICES AGREEMENT
(City of Auburn / Pacific Municipal Consultants (PMC))

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and Pacific Municipal Consultants, a California Corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Housing Element Update & SB 244 Implementation*
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *June 12, 2012* proposal to City attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *June 12, 2012* fee schedule to City attached hereto as **Exhibit B** and incorporated herein by this reference.
- 3.3 "Commencement Date": June 26, 2012
- 3.4 "Expiration Date": October 31, 2013

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$28,230 unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work according to the professional standards usual of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall use the standard of care usual of Consultants profession to keep itself fully informed of and in compliance with all applicable local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. *Jennifer Gastelum* shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.7 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this

Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8; Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Consultant shall not be held liable for any modification or re-use of the City-owned written products for purposes outside this Agreement.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this

independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

11. INDEMNIFICATION

- 11.1 The parties agree that City, its officers, agents, employees and designated volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost to the extent caused by any negligent acts, errors or omissions of Consultant in the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City, its officers, agents, employees and designated volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, and injury to any property to the extent caused by Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the negligence or willful misconduct of the City. In the event losses or damages are caused by the joint or concurrent negligence or willful misconduct of City and Consultant, they shall be borne by each party in proportion to its negligence or willful misconduct. Such costs and expenses shall include reasonable attorneys' fees due to counsel, mutually approved by City and Consultant, expert fees and all other costs and fees of litigation.
- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and

any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 11.3 The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and designated volunteers.
- 11.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and designated volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person Consultant is responsible for in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel.
- 11.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 12.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 12.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident, combined single limit.

12.1.3 Worker's Compensation insurance as required by the laws of the State of California.

- 12.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 12.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and designated volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and designated volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or designated volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.10 Any deductibles or self-insured retentions must be declared to and approved by

the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

12.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.

12.2 Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

13. MUTUAL COOPERATION

13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x 140
Facsimile: (530) 823-4216

If to Consultant:

Pacific Municipal Consultants
2729 Prospect Park Drive,
Suite 220
Rancho Cordova, CA 95670
Telephone: (916) 361-8384
Facsimile: (916) 361-1574

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono & Levin, P.C.
11364 Pleasant Valley Road
Penn Valley, CA 95946
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work performed in accordance with this Agreement at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to

Consultant for the full performance of the services required by this Agreement.

19. GENERAL PROVISIONS

- 19.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.8 The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 19.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's reasonable judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and reasonable attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by

City and Consultant.


TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn


By: _____

Date: _____

"Consultant"

By: 
Phillip O. Carter, President

Date: 6-21-2012

By: 
Jennifer LeBoeuf, Secretary

Date: 6-21-2012

Attest:

By: _____
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____



4. SCOPE OF SERVICES



4. SCOPE OF SERVICES

PMC operates as an extension of City staff and plans to work hand in hand to effectively identify strategies for maximizing opportunities and resolving any project challenges.

A. GENERAL

Below lists a summary of the services PMC will provide as part of the Housing Element and Land Use Element. For more detailed information, please refer to Sections B through E.

- Kickoff meeting with City staff to gain a complete understanding of the Housing Element and Land Use Element update.
- PMC will prepare an updated Housing Element and Land Use Element with the appropriate environmental document pursuant to state law and the City's budget and policy needs.
- PMC will provide the City with all plans, documents, and drawings (printed and electronic) upon request. PMC will also provide the City with all documents, tables, and graphics in a suitable format for posting to the City's website.
- PMC will attend public and staff meetings as needed.
- PMC will print, duplicate, and bind documents for this project.

"Without the knowledge, contacts, and professional approach exhibited by PMC staff, our efforts would not have been as effective. We strongly recommend PMC to other entities seeking services."

Reed Flory, Housing Services Manager
City of Rancho Cordova

B. TASK 1 – HOUSING ELEMENT UPDATE

Task 1.1 Deliverable: PMC will provide the City with a list of data needed to start the project. This list will be forwarded to the City prior to the kickoff meeting.

Task 1.2 Deliverable: PMC will provide the City with a matrix including questions that will help determine program accomplishments.

Task 1.3 Deliverable: The Housing Needs Assessment will be included as part of the draft Housing Element.

City of Auburn Demographics

Population	13,330
Population over 18	80%
Population over 65	19%
Housing Units	6,139
Vacancy Rate	6%

Source: 2010 Census

TASK 1.1 KICKOFF MEETING

PMC will initially meet in person with City staff to review the scope of work, collect information sources, and finalize the project schedule and work plan. PMC will also take this opportunity to discuss the best methods for ensuring regular communication.

TASK 1.2 EVALUATION OF 2008 HOUSING ELEMENT

PMC will evaluate the appropriateness and effectiveness of each program included in the 2008–2014 Housing Element. During this evaluation, PMC will work with the City to determine programs that could be modified, new programs that should be added, and programs that have been completed and should be removed.

PMC will also review the General Plan and EIR, written communication with HCD, and other supporting documents to obtain a better understanding of local conditions and community needs as well as to ensure consistency.

TASK 1.3 HOUSING NEEDS ASSESSMENT

Consistent with state law, the Housing Needs Assessment will be updated with the most current data available and will include the following:

- **Population and Employment Trends:** Race, age, employment by industry and occupation.
- **Household Characteristics:** Number of existing and overpaying households, lower-income households (including extremely low).
- **Housing Stock Characteristics:** Housing conditions, overcrowded households, housing costs, housing type, vacancy rates.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including addressing SB 812 and SB 520), seniors, large households, female-headed households.
- **Inventory of At-Risk Units:** PMC will contact California Housing Partnership Corporation (CHPC) staff to determine if the City of Auburn has housing units at risk of converting to market rate. PMC will work with City staff to determine preservation and replacement needs.

TASK 1.4 HOUSING RESOURCES AND OPPORTUNITIES

Regional Housing Needs Progress

The RHNA is for an eight-year period (January 1, 2013, to October 31, 2021). According to the Draft RHNA prepared by SACOG, the City of Auburn has a housing production goal of 308 units, of which 126 units, or 41 percent, are lower-income units.

Adequate Sites Inventory

Per AB 2348, the City is required to provide a parcel-specific sites inventory listing the APN, General Plan designation, zoning, site constraints, and site capacity for each parcel identified as a potential site to meet a portion of the City's RHNA. In an effort to gather this data, PMC will use a combination of resources, including the GIS database, assessor's data, and the City's current Land Use Map.

AB 2348 also establishes a default density of at least 20 units per acre to facilitate the development of housing affordable to lower-income households. Based on a review of the City's Housing Element, The City committed to zone 45 acres of land in the Baltimore Ravine Specific Plan at a minimum density 20 units per acre (Program A) to meet the RHNA for the last planning period. Assuming this rezone was completed PMC will continue to utilize this area to accommodate the City's RHNA for this planning period. If these rezones did not occur we will work with City staff to identify appropriate sites the meet the City's lower-income RHNA that meet the default density of 20 units per acre.

Financial Resources

PMC will identify financial and administrative resources available to the City for affordable housing programs.

Task 1.4 Deliverable: PMC will provide City staff with a complete land inventory analysis for review and revision to ensure the City is able to meet its regional housing need.

PMC will need to obtain current GIS layers for zoning, General Plan, and assessor's data from the City in order to complete this analysis.

A complete analysis on opportunities for energy conservation will also be included.

TASK 1.5 HOUSING CONSTRAINTS

PMC will identify and analyze potential and actual governmental constraints to the maintenance, improvement, or development of housing for all income levels. The analysis will identify the specific standards and processes and evaluate their impact, including cumulatively, on the supply and affordability of housing. The analysis is to determine whether local regulatory standards pose an actual constraint and must also demonstrate local efforts to remove constraints that hinder a jurisdiction from meeting its housing needs.

Task 1.5 Deliverable: A complete analysis of possible constraints will be included as part of the Housing Element update.

Potential Governmental Constraints

Possible governmental constraints include land use controls, sensitive areas (e.g., wetlands, creeks, and floodplains), fees and exactions, required dedications and improvements, historic preservation, permit processing procedures, noise restrictions, and building codes and their enforcement.

Potential Non-Governmental Constraints

Potential non-governmental constraints, including community opposition, availability of financing, cost of construction, and price of land, will also be considered.

TASK 1.6 HOUSING IMPLEMENTATION PROGRAM

Task 1.6 Deliverable: A complete implementation program that addresses all state law requirements will be included as part of the draft Housing Element.

PMC will work with City staff to present goals, policies, programs, and quantified objectives to address identified housing needs and constraints, based on the information received from the public workshops and the needs identified in the Housing Needs Assessment, and consistent with Government Code Section 65583 (b) and (c). These policies will guide decision-making with regard to adequate sites for various types of housing and appropriate housing development for the City.

Implementation programs will address all new state law requirements, including SB 812, in addition to actions that will address mixed-use, workforce housing, second units, density bonus, and rehabilitation needs. All programs will describe the specific steps, time frame, and City departments responsible for implementation.

TASK 1.7 OPPORTUNITIES FOR ENERGY CONSERVATION

Task 1.7 Deliverable: PMC will include an inventory of current opportunities for energy conservation as all as look at additional programs available.

In response to SB 375 and AB 32, PMC will include an inventory and analyze the opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development. PMC will also provide detail on any current programs being implemented in regard to energy conservation and green building initiatives.

TASK 1.8 COMMUNITY OUTREACH

Meaningful community involvement and public education are critical to the ultimate success of the Housing Element. PMC has provided the City with a proposed community outreach program consistent with state law that will solicit input from all segments of the community.

PMC will develop a list of agencies serving low- and moderate-income households and persons with special needs. These agencies will be notified of the workshops and invited to participate.

Meetings

PMC is proposing the following community outreach program as part of the Housing Element update process.

Should an amendment to the Land Use Element be required, as a cost savings, PMC suggests expanding the Housing Element workshops and hearings to include the land use requirements/process as well. Please see Section 7 for the cost estimate.

- Prior to submitting the draft Housing Element to HCD to initiate the 60-day review, PMC will conduct the following:
 - One (1) workshop/study session during the drafting of the Housing Element to discuss and educate residents on the process and state law requirements.
 - One (1) Planning Commission public hearing to present the draft Housing Element and to discuss key findings, prior to submittal to HCD.
- One (1) Planning Commission and one (1) City Council hearing for review and adoption following HCD approval.

Meeting Preparation

PMC will prepare meeting materials, including presentations and handouts. PMC suggests that all information regarding the Housing Element be posted on the City's website, including the Housing Element schedule, public meetings, drafts, and other pertinent data.

Task 1.8 Deliverable: PMC will provide web-ready versions of all documents for posting on the City's website.

At the project kickoff meeting, PMC will work with the City to define and revise as necessary the community outreach program.



PMC's experience with HCD's Building Blocks, coupled with the knowledge and expertise of PMC staff, ensures the City's Housing Element update will effectively address the housing needs of the City while complying with all state law requirements.

C. STATE HOUSING ELEMENT LEGAL REQUIREMENTS

1. KNOWLEDGE OF HOUSING ELEMENT STATE LAW

Experience with HCD

Having completed 44 Housing Elements in the past four years, PMC has established strong and effective working relationships with HCD reviewers, and because PMC is located in close proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. PMC staff is extremely familiar with HCD's processes, HCD staff, and what steps need to be taken to assure Housing Element certification. PMC has worked with HCD on all required legislation. A few examples are provided below.

Senate Bill 812

Housing for Persons with Developmental Disabilities

HCD has not issued a technical assistance memo to assist jurisdictions with this requirement. While many jurisdictions have not yet had to deal with SB 812, PMC has worked with three jurisdictions to comply with this new legislation. The cities of Vallejo, Wildomar, and Eastvale all submitted Housing Elements after November 2010, when this bill became a law that needed to be addressed in Housing Elements.

Senate Bill 244

Local Government: Land Use; General Plan; Disadvantaged Unincorporated Communities

PMC has met with HCD staff as well as with California Office of Planning and Research (OPR) staff to discuss the requirements of this relatively new legislation. OPR is currently working on a technical memo with guidelines on how they would like communities to complete this analysis. We are in regular communication with both agencies on this matter and are confident that our current relationship with both these agencies will benefit our clients with the most up-to-date information.

SB 244 requires cities and counties to amend their land use elements to review water, sewer, stormwater, and fire protection needs in unincorporated communities with ten or more dwellings and analyze financing mechanisms that could feasibly be used to extend services to those communities. The amendments must be completed on or before the due date of the next housing element. In addition, the Local Agency Formation Commission (LAFCo) may not approve annexations of more than 10 acres unless any contiguous disadvantaged unincorporated community is included in the annexation.

Senate Bill 2

Local Planning and Approval for Emergency Shelters and Transitional and Supportive Housing

SB 2 was adopted in March 2010. It requires jurisdictions to amend their zoning codes to allow for the development of emergency shelters by right and to identify vacant or underutilized sites to accommodate these emergency shelters. This requirement has been a challenge for some communities, which feel the needs of the homeless are being addressed regionally. PMC has worked with several jurisdictions on different ways of addressing SB 2, including identification of an overlay zone that meets the state requirements and establishment of a program that includes a number of conditions to be met to allow for the development of a homeless shelter.

Assembly Bill 162

Land Use: Water Supply

Per AB 162, the City must amend the Safety and Conservation elements of the General Plan to include analysis and policies regarding flood hazard and management information.

This bill would require, upon the next revision of the Housing Element, on or after January 1, 2009, the Safety Element to identify, among other things, information regarding flood hazards and to establish a set of comprehensive goals, policies, and objectives, based on specified information for the protection of the community from, for example, the unreasonable risks of flooding.

The bill also requires the conservation element to identify rivers, creeks, streams, flood corridors, riparian habitat, and land that may accommodate floodwater for purposes of groundwater recharge and stormwater management. By imposing new duties on local public officials, the bill creates a State-mandated local program.

Deliverable: PMC will provide City staff and HCD with draft and final Housing Elements for review and certification.

PMC is located in within minutes from HCD, will hand-deliver the draft Housing Element to HCD, and is available to meet with HCD staff in person to discuss revisions.

2. HOUSING ELEMENT CERTIFICATION & PROCESS

PMC will prepare a series of draft Housing Elements in an HCD-targeted format consistent with the General Plan.

Administrative Draft Housing Element

PMC will provide an administrative draft of the Housing Element for City staff to review. PMC requests that we receive one consolidated set of City comments on the draft. PMC will then produce a revised draft and provide one (1) hard copy and one (1) electronic copy of the draft for City staff review.

Public Review Draft Housing Element

The refined administrative draft will be presented in a public review draft Housing Element that will be presented to the Planning Commission and City Council for preliminary approval of the document for its initial 60-day review. Any comments from the Planning Commission and/or City Council will be incorporated prior to submittal to HCD. PMC will supply one (1) electronic copy of the draft to City staff and one (1) hard copy to HCD for review.

Revised Public Review Draft Housing Element

After receiving HCD comments, PMC will incorporate the comments and revise the draft Housing Element to reflect HCD comments and concerns. PMC will submit the revised draft Housing Element to HCD for informal review and will meet (conference call or in-person meeting) with HCD to go over the revisions and to confirm that HCD's comments and concerns have been sufficiently addressed in the Housing Element. PMC will supply one (1) electronic copy of the revised draft to City staff and two (2) hard copies to HCD (one redline and one clean version) for final review.

Final Housing Element

The final Housing Element will incorporate any additional HCD comments and will be presented to the Planning Commission and City Council for final consideration. The final Housing Element will then be sent to HCD for the 90-day certification review period. PMC will provide one (1) hard copy and one (1) electronic copy of the final Housing Element. PMC will send one (1) final version of the adopted Housing Element to HCD for certification.

STATE CERTIFICATION

PMC will serve as the City's liaison to HCD. This service will include:

- Submitral of the draft Housing Element to HCD.
- Meetings and/or conference calls with HCD staff and City staff to discuss comments.
- Submission of the final draft to HCD for review and approval.

Upon submitting the public review draft Housing Element to HCD for a 60-day review, PMC will respond to one set of written questions and comments received from HCD in their findings letter with one follow-up response to clarify any additional comments through an additional 60-day review period if necessary.

All changes required to the draft Housing Element as a result of HCD comments will be incorporated into the document in a strikethrough format and presented to City staff for their approval.

3. RECENT HOUSING ELEMENT AND ENVIRONMENTAL DOCUMENTS PREPARED

- City of Eastvale Housing Element, completed as part of the City's first General Plan. An EIR was also prepared.
- City of Wildomar Housing Element Update and Addendum to the General Plan EIR
- City of Alameda Housing Element Revisions
- City of Oxnard Housing Element Revisions

4. CURRENT HOUSING ELEMENT WORK

- City of Roseville Housing Element Update
- Riverside County Housing Element Revisions

Deliverable: PMC will conduct an analysis to address the requirements of SB 244.

D. TASK 2 – SB 244

TASK 2.1 ANALYSIS TO DETERMINE DISADVANTAGED COMMUNITIES

SB 244 defines an unincorporated disadvantaged community as a place that contains ten or more dwelling units in close proximity to one another; is either within a city sphere of influence, is an island within a city boundary, or is geographically isolated and has existed for more than 50 years; and has a median household income that is 80 percent or less than the statewide median household income.

In order to address the requirements of SB 244, PMC will complete the following analysis:

- Identify any disadvantaged unincorporated communities. PMC will also provide a map identifying any such areas.
- Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with ten or more dwellings, and analyze financing mechanisms that could feasibly be used to extend services to those communities
- Identify options associated with the use of benefit assessment districts or other financing alternatives that could make the extension of services to these communities financially feasible.
- Work with City staff to determine if the City is in the process of or in the near future considering annexing territory that could be impacted by SB 244.
- Work with the City to determine if any local developers may be impacted by the annexation piece in this bill. Should this be the case, PMC will notify the identified developers.

TASK 2.2 AMENDMENT OF THE LAND USE ELEMENT

Deliverable: If needed, PMC will amend the Land Use Element to address the requirements of SB 244.

Once PMC has completed the analysis (Task 2.1), we will either (1) determine that an amendment to the Land Use Element is required or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary.

If it is determined that an amendment is required, PMC will work with staff to amend the Land Use Element and will prepare a draft report of the suggested amendments to the City's goals and programs relating to the requirements of SB 244.

E. ENVIRONMENTAL REVIEW

The proposed Housing Element and Land Use Element update constitutes an amendment to the City's General Plan and is therefore considered a project under the California Environmental Quality Act (CEQA). CEQA requires that the City consider the environmental impacts associated with the updated General Plan elements.

PMC has reviewed the surrounding unincorporated areas and believes that a Initial Study/Negative or Mitigated Negative Declaration will suffice for the Housing Element and Land Use amendments.

INITIAL STUDY/NEGATIVE OR MITIGATED NEGATIVE DECLARATION

If the Housing Element and Land Use Element identify specific properties that must be redesignated and/or rezoned to meet the RHNA, an independent Initial Study resulting in either a Negative Declaration or Mitigated Negative Declaration may be necessary. Most General Plan EIRs, including the City's, do not address property-specific environmental impacts. PMC can prepare an Initial Study based on the General Plan EIR and address property-specific issues at a programmatic level. For example, if we observe a property and notice possible wetlands or riparian area(s), we can list the process that would need to be followed before development could occur. The Initial Study would also rely heavily on existing zoning and standards adopted by the City that would address environmental impacts. The Initial Study would likely result in a Negative Declaration; however, if mitigation measures are required, they could either be applied to the specific zone district as conditions precedent to development or a separate implementing program could be considered. PMC would provide both an administrative and final draft of the Initial Study for review by the City, provide a recommendation on how to accommodate mitigation measures, and incorporate comments provided by the City into the final documents. If mitigation measures are required, we will also prepare a Mitigation Monitoring and Reporting Program (MMRP) to accompany the project.

Deliverable: PMC will prepare a IS/ND or MND that is consistent with CEQA requirements.

While we believe it is unlikely in this case, it is always possible that the Initial Study process will result in the need to prepare a full EIR. PMC will consult with City staff as early in the process as possible to advise whether a proposed course of action is likely to trigger the need for an EIR. At that time, we can meet and determine the next course of action. Should the City want to proceed, PMC can convert the Initial Study into supporting

documentation for a Notice of Preparation and provide a revised scope of work and budget for the resulting EIR:

An Initial Study takes about four weeks to complete, then 30 days for public review. While not technically required by CEQA, we recommend that the City respond to comments received from the public and agencies on the Initial Study. Our scope and budget assumes that PMC would provide draft responses to comments. The response to comments would take approximately two weeks to complete. We would anticipate the Initial Study process to be completed within a 12-week period.

Resolutions & Supporting Materials

PMC will prepare draft resolutions and findings of the environmental process selected in this scope. We will also ensure that all information regarding the environmental analysis is available to the City. Drafts will be provided in Microsoft Word format, and we employ electronic editing whenever possible to reduce costs and shorten times for review. At the request of the City, PMC can also prepare a staff report, or a portion thereof, explaining the environmental process employed for the project. PMC environmental staff will attend the Planning Commission and City Council meetings for adoption of the Housing Element and Land Use Element.

SUPPLEMENT TO THE GENERAL PLAN EIR

Deliverable: If it is determined that a supplement to the General Plan EIR needs to be prepared, PMC will provide a separate budget for this effort.

Should there be more substantive changes to the land use designations or a need to make extensive changes to the zoning ordinance as part of the Housing Element and Land Use Element update, PMC can prepare a Supplement to the General Plan EIR pursuant to CEQA Section 15163. The Supplement would focus specifically on those issues needed to modify the General Plan EIR in order to make the "...previous EIR adequately apply to the project in the changed situation." PMC would prepare an Initial Study to scope out the environmental issues already adequately addressed by the General Plan EIR. The remaining issues would be discussed in detail, and the environmental analysis of the General Plan EIR supplemented by the discussion. Given the date of the existing General Plan, PMC assumes that the Supplement would need to include an impact analysis of GHG emissions, air quality, and water supply based on the proposed changes. PMC would make maximum use of other environmental and technical documents such as regional transportation plans and specific plans that would help assess cumulative impacts associated with the proposed project. PMC has the experience and technical experience to

complete this programmatic level of analysis. PMC will provide both administrative and final drafts of the Supplement. Unlike an Addendum, a Supplement needs to be circulated for public review with the same "...notice and public review as is given to a draft EIR." In this instance, that would require a minimum 45-day review period. PMC would provide a written response to comments for City review and comment.

A Supplement to the General Plan EIR would take approximately four weeks to prepare, and six weeks for the public review period. Responding to comments will take approximately two weeks. Allowing for City edits, the entire Supplement process would take between 12 and 16 weeks. This period can be timed to coincide with the HCD review of the Housing Element.

7. COST ESTIMATE

PMC's estimated fee to complete the City's 2013–2021 Housing Element update is \$22,955, which includes an Initial Study and Negative or Mitigated Negative Declaration. Our fee for the SB 244 analysis is \$2,750; and if it is determined that the Land Use Element amendment is required, it will cost an additional \$2,525. Please refer to the detailed budget on the next page.

BILL RATES

Below is a listing of PMC's bill rates for the Housing Element update.

Staff	Hourly Rate
Jennifer Gastelum, Project Manager	\$125
Scott Friend, AICP, Land Use and CEQA Project Manager	\$130
Cynthia Deane-Alviso, Senior Planner	\$90
Seth Myers, Associate Environmental Planner	\$85
Jon Faoro, Senior GIS Analyst	\$85
Administrative Assistance	\$65

COST ESTIMATE BY TASK

PMC assumes a total not-to-exceed cost of \$25,705, which includes preparation of an Initial Study/Negative or Mitigated Declaration. The SB 244 Analysis will

Task	Project Manager	CEQA/LU PM	Senior Planner	Associate Planner	Sr. GIS Analyst	Admin	Total Hours	Total Cost
	\$130	\$125	\$95	\$85	\$85	\$65		
A. General								
B. Task 1 – Housing Element Update								
Task 1.1 Kickoff Meeting	2	2	2				6	\$700
Task 1.2 Evaluation of 2008 Housing Element	1	0	10				11	\$1,075
Task 1.3 Housing Needs Assessment	1	4	25				30	\$3,020
Task 1.4 Housing Resources & Opportunities	1		30		8		39	\$3,655
Task 1.5 Housing Constraints	1		30				31	\$2,975
Task 1.6 Housing Implementation Program	4	0	15				19	\$1,925
Task 1.7 Opportunities for Energy Conservation	1	0	5				6	\$600
Task 1.8 Community Outreach	8		4				12	\$1,380
C. State Housing Element Legal Requirements								
State Certification & Process	4		25				0	\$0
D. Task 2 – SB 244								
Task 2.1 – SB 244 Analysis	2	2	20		4		29	\$2,875
Task 2.2 – Land Use Amendment (if required)	2	16				3	28	\$2,750
E. Environmental Review (IS/ND or MND)	0	10		35		5	21	\$2,525
Printing Costs							50	\$4,600
Total All Tasks	27	34	166	35	12	8	282	\$28,230

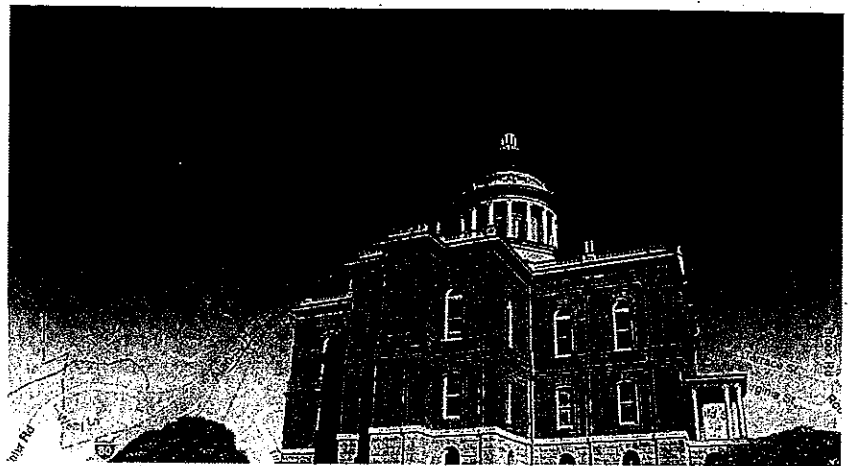
A PROPOSAL TO

THE CITY OF **AUBURN**

2013 HOUSING ELEMENT AND LAND USE ELEMENT UPDATES

SUBMITTED TO:

REG MURRAY
SENIOR PLANNER
AUBURN COMMUNITY
DEVELOPMENT DEPARTMENT
1225 LINCOLN WAY, RM. 3
AUBURN, CA 95603



JUNE 12, 2012

RECEIVED

SUBMITTED BY:

JUN 12 2012



**COMMUNITY DEVELOPMENT
CITY OF AUBURN**

2729 PROSPECT PARK DRIVE, SUITE 220
RANCHO CORDOVA, CA 95670
PHONE: (916) 361-8384
FAX: (916) 361-1574

(866) 828-6PMC

WWW.PMCWORLD.COM

June 12, 2012

Reg Murray, Senior Planner
CITY OF AUBURN
Community Development Department
1225 Lincoln Way, Room 3
Auburn, CA 95603

RE: HOUSING ELEMENT AND LAND USE ELEMENT UPDATES

Dear Mr. Murray:

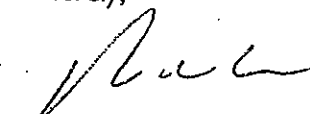
PMC is pleased to have the opportunity to provide the City with this proposal to assist the City of Auburn with the 2013-2021 Housing Element and Land Use Element updates.

We have considerable experience working with the California Department of Housing and Community Development (HCD), having completed 44 certified Housing Elements since 2008, of which 30 were certified after a single round of review. PMC's Housing and Community Development team feels confident that we can assist the City in meeting its goals as well as finding common ground with HCD to obtain Housing Element certification. In addition, PMC has completed over two dozen General Plan updates, including amendments to the Land Use Element, and is confident we can address the requirements of SB 244. We have been in direct contract with the California Office of Planning and Research and are continually discussing the requirements of SB 244.

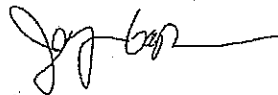
The project team, managed by Jennifer Gastelum, has over 12 years of experience in managing the preparation of Housing Elements, including managing the City of Auburn's third-round Housing Element update. Ms. Gastelum will manage the Housing Element update from the Rancho Cordova office, with support from Scott Friend, our land use and CEQA project manager located in PMC's Chico office, and Cynthia Deane-Alviso, our senior planner also based out of our Rancho Cordova office. Our understanding of housing element law and our experience serving communities similar to Auburn make PMC an ideal candidate for this project.

Please don't hesitate to contact Jennifer Gastelum at (916) 361-8384 x10258 or jgastelum@pmcworld.com should you require any additional information. Thank you again for the opportunity to partner with you on this exciting project.

Sincerely,



Philip O. Carter
President



Jennifer Gastelum
Project Manager

POC:jgs:wjm:mm

P:\California, State of Auburn, City of\12-0398 2013 Housing Element Update

3. PERSONNEL



3. PERSONNEL

PMC understands that each community has unique housing conditions and challenges and understands the regulatory requirements that accompany the Housing Element certification process. The following team members have worked with local governments throughout California to create and implement unique and effective housing strategies fully compliant with California Housing Element law.

CONTACT INFORMATION

Project Manager Jennifer Gastelum is considered a Housing Element expert and has completed more than 60 Housing Elements, 44 in the last four years.

Résumés can be found in the attached
Appendix A.

JENNIFER GASTELUM, PROJECT MANAGER

2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Telephone: (916) 361-8384
E-mail: jgastelum@pmcworld.com

BS, City & Regional Planning,
California Polytechnic State University, San
Luis Obispo

Associate's Degree, American River
College, Sacramento

Member, American Planning Association
and California Chapter of the American
Planning Association

JENNIFER GASTELUM, PROJECT MANAGER

Ms. Gastelum brings over 11 years of experience, including projects throughout California, Nevada, and Washington. She is experienced in managing the preparation of Housing Elements, Consolidated Plans, and other housing policy documents. Her most recent housing policy experience includes Housing Element updates for over two dozen California cities.

She has completed a Fair Share Housing Allocation Plan for Pierce County, Washington, and its 22 cities, and represented the City of Rancho Cordova at the Planners' Roundtable process to determine the Fair Share methodology and allocations for the multicounty Sacramento Area Council of Governments. She has developed Affordable Housing Best Practices Strategies which included inclusionary housing recommendations and identifying zoning and infill incentives.

Additional project experience includes managing and facilitating housing condition surveys, housing needs assessments, and income surveys for the cities of Grass Valley, Fairfield, and Vallejo, and Imperial County. Ms. Gastelum has completed redevelopment and capital infrastructure feasibility studies for Imperial County and the City of Plymouth.

Housing Element Project Experience

- | | | |
|-------------------------|-----------------------------|----------------------|
| • City of Alameda | • City of Greenfield | • City of Red Bluff |
| • City of Anderson | • City of Imperial | • City of Sand City |
| • City of Arcata | • Imperial County | • Siskiyou County |
| • City of Biggs | • Inyo County | • Solano County |
| • City of Chico | • City of Ione | • City of Soledad |
| • City of Clayton | • Kern County | • Suisun City |
| • City of Cloverdale | • City of Los Altos | • City of Tulelake |
| • City of Crescent City | • City of Madera | • City of Vallejo |
| • City of Davis | • City of Montague | • City of Wildomar |
| • City of Dixon | • City of Monterey | • City of Willows |
| • City of Dunsmuir | • City of Morro Bay | • Town of Yountville |
| • City of Eastvale | • City of Mt. Shasta | • City of Yreka |
| • City of Elk Grove | • City of Orland | <i>In progress</i> |
| • City of Etna | • City of Oxnard | • Riverside County |
| • City of Fairfield | • City of Plymouth | • City of Weed |
| • City of Fortuna | • City of Rancho
Cordova | • City of Willits |
| • City of Hughson | | |

SCOTT FRIEND, AICP, LAND USE AND CEQA PROJECT MANAGER

Mr. Friend is experienced in working with local, state, and federal agencies and managing CEQA and NEPA projects. He has prepared or directly managed a myriad of CEQA and NEPA projects, ranging from program and project EIRs for general plans and major development projects to negative declarations and mitigated negative declaration for public and private development and infrastructure projects to NEPA environmental assessments and exclusions for grant-funded projects involving federal dollars.

Mr. Friend has a broad range of both public and private sector planning experience. He has a variety of public sector planning experience, ranging from serving as contract planning staff for various north state communities to the preparation of general and specific plans, zoning ordinance updates, and all manner of current planning projects. His private sector experience includes the layout and design of new residential and commercial development projects, as well as the preparation of entitlement requests, general plan amendments, and development impact fee and site analyses for various private clients.

Contract staffing assignments for which Mr. Friend has provided project management and senior staff services include assignments for the cities of Biggs, Oroville, Orland, and Yuba City and the counties of Lassen, Plumas, and Tehama.

**Masters of Environmental Planning
Program (M.E.P.),** Arizona State
University, Tempe

BA, Political Science, California State
University, Chico

Certification, American Institute of
Certified Planners (AICP)

Member, California Planning Association,
American Planning Association

BA, Urban Studies and Planning,
San Francisco State University

Member, American Planning Association

Continuing Education, Davis-Bacon
Labor Prevailing Wage Course

Section 3, HUD Training Course

CYNTHIA DEANE-ALVISO, SENIOR PLANNER

Ms. Deane-Alviso is experienced in data gathering and policy development, and over the past three years she has task-managed the preparation and HCD certification process for over 30 Housing Elements for cities and counties throughout California. She has conducted public consultation in connection with housing income surveys and housing condition surveys. Ms. Deane-Alviso recently completed the Housing Element process for the newly incorporated cities of Eastvale and Wildomar to complete their first Housing Elements.

Ms. Deane-Alviso also has knowledge and experience in redevelopment blight assessments and implementation plans, Consolidated Plans, Action Plans, Analysis of Impediments to Fair Housing Choice, Neighborhood Stabilization Program (NSP) Acquisition and Rehabilitation Programs, compliance monitoring services, and oversight of affordable housing properties. In addition, she recently assisted the City of Corona with its NSP Acquisition and Resale Program.

Housing Element Project Experience

- | | | |
|-------------------------|--------------------------|----------------------|
| • City of Alameda | • City of Lone | • City of Vallejo |
| • City of Arcata | • Kern County | • City of Wildomar |
| • City of Biggs | • City of Los Altos | • City of Willows |
| • City of Chico | • City of Montague | • Town of Yountville |
| • City of Cloverdale | • City of Monterey | In progress |
| • City of Crescent City | • City of Morro Bay | • Riverside County |
| • City of Dixon | • City of Orland | • City of Weed |
| • City of Dunsmuir | • City of Oxnard | • City of Willits |
| • City of Eastvale | • City of Plymouth | |
| • City of Fairfield | • City of Rancho Cordova | |
| • City of Fortuna | • City of Sand City | |
| • City of Greenfield | • Solano County | |
| • City of Hughson | • City of Tulalake | |
| • City of Imperial | | |

SETH MYERS, ASSOCIATE ENVIRONMENTAL PLANNER

Mr. Myers is an environmental planner and air quality/greenhouse gas analyst. He is involved in the preparation of initial studies/negative declarations, environmental impact reports, and other CEQA documents as well as providing air quality analysis, greenhouse gas emissions analysis, and environmental team support. Mr. Myers has extensive expertise conducting air quality analyses and a comprehensive working knowledge of the associated regulatory environment.

BA, Environmental Studies and Planning (Minor in Biology), California State University, Sonoma

Certification, International Society of Arboriculture Certified Arborist (WE-7501A)

Member, California Native Plant Society

JONATHAN FAORO, SENIOR GIS ANALYST

Mr. Faoro has knowledge and experience in providing GIS analysis and cartography in support of PMC's Housing team. Over the past five years, he has assisted with the land inventory data for over 15 Housing Elements for cities and counties throughout California. He has implemented mobile GIS applications for housing condition surveys of residential units and trained housing survey staff on GIS and GPS collection techniques.

He is very familiar with California spatial data and has been responsible for data capture/creation, management, and analysis for many projects in the state.

BA, Geography with Concentration in GIS, California State University, Sacramento

Urban Site Design, University of California Davis Extension

AutoCAD Level I, CAD Masters

Autodesk Map 3D 2006, CAD Masters

ADDITIONAL STAFF RESOURCES

The above list represents the staff which PMC anticipates will be required; however, it is possible the need for additional staff may arise. PMC will obtain City approval prior to assigning additional staff types as necessary to complete the services required under this agreement. Compensation rates for additional staff types will be determined by PMC and will be consistent with the rates listed herein. Assignment of additional staff will not change the budget of this agreement, unless agreed upon by both parties with the execution of an amendment.

The client may not during the term of the project, nor for a period of one year thereafter, solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by PMC. Should the client desire to hire PMC's employee, equitable compensation for the loss of such employee will be due to PMC by the client.